

*Instrument prepared by:***VIRGINIA GAS AND OIL BOARD***Order recorded under:***CODE OF VIRGINIA  
§ 45.1-361.26**

## BEFORE THE VIRGINIA GAS AND OIL BOARD

**RELIEF SOUGHT:** An Order for Disbursement of Escrowed Funds  
(and Authorization for Direct Payment of Royalties)

**JURISDICTION:** *Code of Virginia* § 45.1-351. (et seq) AND § 45.1-361.22 (et seq)

**UNIT/WELL NAME:** VC-3561  
**TRACT(S):** Tract 3  
**LOCATION:** Dickenson County, Virginia

**TAX ID NUMBER:** Tax Map Numbers Found on Exhibit **E**  
**DOCKET NUMBER:** VGOB-96-0220-0534-02

**APPLICANTS:** EQT Production Company on behalf Of Jesse Neece, Linda Neece and Terry and Lisa Ball.

**HEARING DATE AND LOCATION:** Russell County Government Center, Lebanon, Virginia  
September 18, 2012

**APPEARANCES:** Jim Kaiser on behalf of EQT.

**PRIOR PROCEEDINGS:**

1. Original Pooling Order Executed 04/15/1996; Recorded 05/07/1996, Deed Book 321, Page 272.
2. Modification Order-01 Executed 07/11/1996; Recorded 07/23/1996, Deed Book 318, Page 681.
3. Supplemental Order Executed 10/01/1996; Recorded 10/30/1996, Deed Book 321, Page 272.

**NOTICE:**

The Unit Operator gave notice to the Applicants that the Board would consider its disbursement petition at the September 18, 2012 hearing and consider whether to:

- (1) Amend the Pooling Order to provide for the disbursement of funds on deposit in the Escrow Account attributable to Tract 3 identified in the attached miscellaneous petition.
- (2) Delete the requirement that the Unit Operator place future royalties attributable to Tract 3 relative to the interests of the Applicants identified in the attached miscellaneous petition.
- (3) CLOSE the escrow account under this docket number.

**FINDINGS:** *Code of Virginia* § 45.1-361.22

Applicant has certified and represented to the Board that:

- (1) Ownership in Tract 3 was unknown
- (2) A title opinion was prepared by Michael S. Pryor., Sr. showing that ownership in Tract 3 belongs to Terry and Lisa Ball (50%) and Viola Moore Wright (50%) which is attached.
- (3) A Settlement Agreement stating that Linda and Jesse Neece are the sole owners of the property that was owned by Viola Moore Wright.

**RELIEF GRANTED:**

VGOB Approved Disbursement  
 VGOB-96-0220-0534-02  
 DD-28

Table 1  
 Tract 3

Unit	Tract	Disbursement Table	Fractional Ownership in Tract	Net Average Ownership in Tract	Royalty Split Agreement	Escrowed Acres Disbursed	Percent of Escrowed Funds Disbursed
		Total amount in escrow before disbursement				20050000	
		3. Total amount in escrow	498				
1	3	Jesse Moore 4612 Abby Road, Danes, VA 24237		1.0175	50.0%	0.5088	25.0000%
2	3	Linda Moore 417 Dan Haven Circle, Danes, VA 24237		1.0175	50.0%	0.5088	25.0000%
3	3	Terry Bell P. O. Box 790, Haysi, VA 24256		2.0350	100.0%	2.0350	100.0000%

1. The Escrow Agent is ordered, to within ten (10) days of receipt of this executed order, disburse funds for the unit and applicants detailed in Table 1.

2. The Escrow Agent is ordered to CLOSE the Escrow Account for the Subject Drilling unit based on the attached Revised Exhibit E which replaces all prior Exhibit E's recorded for the Subject Drilling Unit.

**CONCLUSION:**

Therefore, the requested relief and all terms and provisions set forth above be and hereby are granted and **IT IS SO ORDERED.**

**APPEALS:**

Appeals of this Order are governed by the provisions of the *Code of Virginia* § 45.1-361.9 which provides that any order or decision of the Board may be appealed to the appropriate circuit court and that whenever a coal owner, coal operator, gas owner, gas operator, or operator of a gas storage field certificated by the State Corporation Commission is a party in such action, the court shall hear such appeal de novo.

DONE AND EXECUTED this 15 day of Oct, 2012, by a majority of the Virginia Gas and Oil Board.

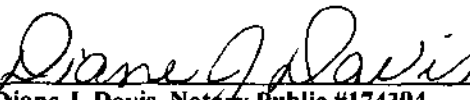
  
Bradley C. Lambert, Chairman  
Virginia Gas and Oil Board

DONE AND PERFORMED this 15<sup>th</sup> day of Oct, 2012 BY Order of the Virginia Gas and Oil Board.

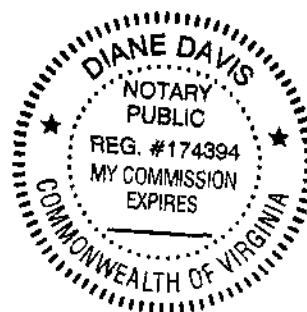
  
Rick Cooper, Principal Executive to the Staff  
Virginia Gas and Oil Board

COMMONWEALTH OF VIRGINIA  
COUNTY OF RUSSELL)

Acknowledged on this 15<sup>th</sup> day of Oct, 2012, personally before me a notary public in and for the Commonwealth of Virginia, appeared Bradley C. Lambert, being duly sworn did depose and say that he is the Chairman of the Virginia Gas and Oil Board and Rick Cooper, being duly sworn did depose and say that he is Acting Principal Executive to the Staff of the Virginia Gas and Oil Board, that they executed the same and were authorized to do so.

  
Diane J. Davis, Notary Public #174394

My commission expire: 09/30/2013



VIRGINIA:

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT: EQT Production Company on behalf of Jesse E Neece, Linda Neece, Terry and Lisa Ball.

DOCKET NUMBER: VGOB 96/02/20-0534-02

RELIEF SOUGHT: Supplemental Order for Disbursement of Escrowed Funds on behalf of Jesse E Neece, Linda Neece, Terry and Lisa Ball.

LEGAL DESCRIPTIONS: Drilling Unit Number VC-3561 created by Board Order Dated July 11, 1996, VGOB 96/02/20-0534-1 in Dickenson County, Virginia.

HEARING DATE: September 18, 2012

MISCELLANEOUS PETITION

1. Party: Applicants herein are, Jesse E Neece, whose address is: 4612 Aily Road, Dante, VA 24237; Linda C Neece, whose address is: 417 Barn House Circle, Dante, VA 24237; Terry and Lisa Ball, whose address is: PO Box 790, Haysi, VA 24256 (hereinafter "Plaintiffs").
2. Facts:
  - a. Equitable was designated as the Operator and Applicants interests were Pooled in the VC-3561 Unit by Order of the Virginia Gas and Oil Board (hereinafter "Board") executed on July 11, 1996, pursuant to Docket No. VGOB 96/02/20-0534-1 and recorded in the Circuit Court Clerk's Office Dickenson County, Virginia on July 23, 1996, Book 327 Page 445 (hereinafter "Order").
  - b. The Order and Supplemental Order required the Escrow Agent named and appointed therein to establish an interest-bearing escrow account for funds pertaining to the above-referenced Unit and subject to escrow pursuant to the terms of the Order.
  - c. The Order and Supplemental Order further required the Operator to deposit bonus and royalty payments with the Escrow agent which could not be made because the person(s) entitled hereto could not be made certain due to conflicting claims of ownership.
  - d. Pursuant to Section 16.1 of the Order, escrow was required because ownership of **Tract 3** was unknown.

- e. A title opinion prepared by Michael S Pryor, Sr., showing that ownership in **Tract 3** belongs to Terry and Lisa Ball (50%) and Viola Moore Wright (50%) is attached herein as Exhibit "A." Additionally, a Settlement Agreement stating that Linda and Jesse Neece are the sole owners of the property that was owned by Viola Moore Wright is attached hereto as Exhibit "B."
- f. The amounts deposited with the Escrow Agent regarding the Unit need to be determined and distributed accordingly.
- g. Any escrow amount, not yet deposited into the escrow account, held by Operator should also be determined, and distributed to Applicant/Plaintiff herein, accordingly.
- h. Applicant/Plaintiff herein does hereby request that the Board enter amended supplemental order for the Unit directing the Escrow Agent and the Operator to disburse to the aforesaid Plaintiff the funds attributable to the previous conflicting claim with Pine Mountain, held in escrow for the VGOB number as listed above.
  - 1. The Applicant certifies that the matters set forth in the application, to the best of her knowledge, information, and belief, are true and correct and that the form and content of the Application and conform to the requirements of relevant Board regulations and orders.
  - 2. Legal Authority: Va Code Ann. §45.1-361.1 et seq., 4 VAC 25-160, and such other regulations and Board orders promulgated pursuant to law.
  - 3. Relief Sought: Applicant requests that the Board issue amended supplement order amending all prior orders affecting the Unit which amended supplement order will provide as follows:
    - a. Determining the amount of funds attributable to the Applicants/Plaintiffs herein.
    - b. Directing the Escrow Agent to determine the amount of funds attributable to Applicant/Plaintiff herein, provide an accounting hereof, and disburse the funds on deposit with the Escrow Agent, including any applicable interest, pertaining to the interest in the Unit shown above for distribution.
    - c. Directing the Operator to determine the amount of funds attributable to the Applicant/Plaintiff herein, provide an accounting thereof, and disburse the units in its hands, if any, subject to escrow but not then on deposit with the Escrow Agent, including any applicable interest, at the time of the Supplemental Order requested therein is executed, attributable to the Applicant/Plaintiff herein for distribution.
    - d. Directing the Operator to disburse the funds, including any applicable interest, and provide an accounting thereof, which it

may receive after the date of the execution of the amended supplemental order requested in the Application, if any, attributable to the Applicant/Plaintiff herein, and to discontinue the payment of such funds into Escrow.

- e. Granting such other relief as is merited by the evidence and is just and equitable whether or not such relief has been specifically requested herein.

Dated this 17<sup>th</sup> day of August, 2012.

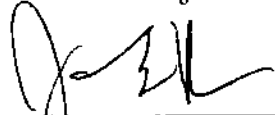
By: 

Petitioner

Address: Wilhoit & Kaiser  
220 Broad St, Ste. 301  
Kingsport, TN 37660

**CERTIFICATE**

The foregoing application to the best of my knowledge, information and belief is true and correct. Notice was given pursuant to Va. Code Ann. §45.1-361.19.



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Petitioner

Amount from 8/2012 First Bank Summary | \$7,213.39

		VGOB 96/02/20-0534 VC-3581	Acreage Interest Disbursed	Split Agreement	Escrowed Acres Total	% of Escrowed Funds	Disbursement \$
Item	Tract	Disbursement Table					
		Totals			4.07		
1	3	Jesse Neece	1.0175	100%	1.0175	25.000000%	\$1,803.35
2	3	Linda Neece	1.0175	100%	1.0175	25.000000%	\$1,803.35
3	3	Terry Ball	2.035	100%	2.035	50.000000%	\$3,606.70

Beginning Acreage in Escrow	4.07
Acreage Disbursed	-4.07
Acreage Remaining in Escrow	0

\*See attached list of heirs for Tommie Wright, Death Certificate of Viola Wright, Settlement Agreement and Title Opinion authored by Michael S Pryor, Sr.



DB 511 PG 22

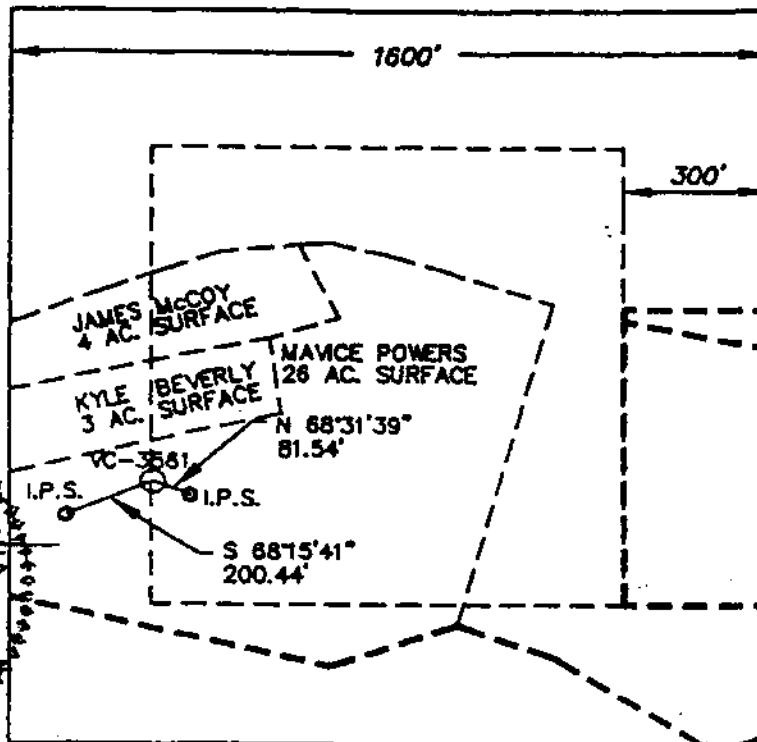
EREX LEASE PO-148  
TRACT T-261  
E.S. COUNTS  
CLINCHFIELD COAL COMPANY/  
PYOS RESOURCES COMPANY/  
COAL  
PINE MOUNTAIN OIL AND GAS  
OIL AND GAS  
1500.00 ACRES  
CBM 47.53 ACRES 81%

Latitude 37°07'30"

NOTE:  
SURFACE LINE INFORMATION PROVIDED  
BY EQUITABLE RESOURCES EXPLORATION

Longitude 82°17'30"

4.050'



NORA COUNTS  
SURFACE, COAL, OIL, & GAS  
UNLEASED  
1.26 ACRES  
CBM 0.37 ACRES 1%

TERRY BALL &  
VIOLA M. WRIGHT  
SURFACE, COAL, OIL, & GAS  
UNLEASED  
8.74 ACRES  
CBM 4.07 ACRES 7%

COMMONWEALTH OF VIRGINIA  
KENNETH E. SORRELS  
No. 1780  
2-6-96  
LAND SURVEYOR

EX LEASE PO-314  
BA COUNTS, ETAL  
RFACE, COAL, OIL, & GAS  
3.00 ACRES  
IM 8.80 ACRES 11%

-- NON-SURVEYED SURFACE LINE  
-- NON-SURVEYED MINERAL LINE

Elevation determined by trigonometric levels  
in Well VC-3313

Area of Unit = 58.77 Ac.

WELL COORDINATES:  
VA. ST. PLANE S. ZONE NAD 27  
(CALCULATED FROM NAD 83 (1994)  
BY ACE PROGRAM CORPSCON)  
N 306,354.79 E 894,522.35

Well Coordinates: (Clinchfield Coal Co.)  
N 5039.92 E 26605.64

## WELL LOCATION PLAT

COMPANY: Equitable Resources Exploration WELL NAME AND NO: VC-3561  
TRACT NO: T-261 ELEVATION: 1900.60 QUADRANGLE: NORA, VA  
COUNTY: DICKENSON DISTRICT: ERVINTON SCALE: 1"=400' DATE: 1/31/96

This plat is a new plat   ; an updated plat X; or a final location plat   

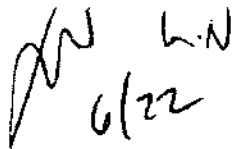
+ Denotes the location of a well on United States Topographic Maps, Scale 1:24000,  
latitude and longitude lines being represented by border lines as shown.

Kenneth E. Sorrels  
Licensed Professional Engineer or Licensed Land Surveyor

**SETTLEMENT AGREEMENT**

COME NOW **JESSE NEECE** and **LINDA NEECE**, plaintiffs, and **EQT PRODUCTION COMPANY** (hereinafter "EQT"), **ARVILLA OILFIELD SERVICES, LLC** (hereinafter "Arvilla"), and **NATURAL RESOURCE SERVICES, INC.** (hereinafter "Natural Resource"), and hereby agree they have reached a joint Settlement Agreement in the case of *Jesse Neece and Linda Neece v. EQT Production Company, Arvilla Oilfield Services, LLC and Natural Resource Services, Inc.*, Case No. CL10000010-00, filed in the Circuit Court of Dickenson County, and they resolve and settle the case on the following terms:

1. That Jesse Neece and Linda Neece filed an action, claiming in part, that the defendants laid a 16" pipeline across property owned by them which did not service gas unit VC-2977, that the defendants trespassed on property owned by the plaintiffs and damaged property owned by the plaintiffs without permission; that the defendants trespassed on the plaintiffs' property and caused \$56,638 in claimed damage to their property; that EQT placed wells upon plaintiffs' fee simple property and upon property adjoining the aforesaid property and failed to obtain a gas lease to do so and failed and refused to compensate plaintiffs for the royalties it owes plaintiffs for past and present gas extraction. Plaintiffs allege that EQT placed one or more gas wells on plaintiffs' property without permission or legal right. Plaintiffs deny that EQT had a right-of-way to service gas well P-64 on its approved property. Plaintiffs allege that EQT did not have a right to place a water collection tank labeled Tank A Drip 9 BF-229 to collect water from the drip of the pipelines and said tank was not installed for gas well P-64. Plaintiffs allege that

 L.N.  
6/22

they own the property where the current above-referenced pipelines and gas wells are located.

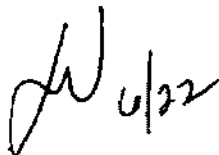
2. The defendants specifically deny that they trespassed upon the plaintiffs' property, they assert that they had a proper right to drill the referenced wells, they deny the gas well and pipe line in question are on the plaintiffs' property or affect the plaintiffs' property rights, they assert that they had a right-of-way to service the wells and pipelines through the plaintiffs' property, and deny that they damaged plaintiffs' property.

3. After consultation with their attorneys, the plaintiffs and the defendants have agreed to the following settlement of all claims related to the allegations in the Complaint and Amended Complaint filed by the plaintiffs and to the following terms:

a. That EQT and/or its insurer will pay the plaintiffs and their attorney THIRTY THOUSAND DOLLARS (\$30,000.00), Arvilla and/or its insurer will pay SIXTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$16,750.00) to the plaintiffs, and Natural Resource and/or its insurer will pay THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,250.00) to the plaintiffs and their attorney.

b. EQT shall move the Virginia Oil & Gas Board, within a reasonable time after the execution of this agreement, to release the escrow funds due to the plaintiffs pursuant to their Affidavit of Ownership from the escrow account held by the First Bank & Trust Company Royalty Escrow Account.

c. Plaintiffs shall dismiss their suit with prejudice as to all defendants, execute a right-of-way agreement granting use of the two existing right-of-ways for access to all EQT facilities, whether on or off plaintiffs' property, by EQT, its agents, contractors, assigns,

 6/22 L.N

successors, affiliates and joint ventures, such right-of-way agreement is attached hereto as

Exhibit A. Nothing in this agreement is intended to reduce the rights that EQT, its agents, contractors, assigns, successors, affiliates and joint ventures had prior to the execution of this agreement.

d. That the plaintiffs agree that the wells referenced in the Complaint and Amended Complaint and the pipeline referenced in the Amended Complaint are assumed not to be on plaintiff's property and plaintiffs, their heirs and successors forever waive such claim. The plaintiffs, on their own behalf and on behalf of all heirs of Tommy Wright, and/or their executors, assigns, beneficiaries, and heirs, release and forever discharge any and all claims against EQT Production, and EQT Gathering, LLC, Arvilla Oilfield Services, LLC, Arvilla Pipeline Construction, Inc. and the insurer, American Home Assurance Co., and Natural Resource Services, Inc., and any of their successors, assigns, agents, contractors, parent, subsidiaries and affiliates, from any and all claims related to the facts alleged in the Complaint or Amended Complaint, or any and all claims that they have against any of the released entities listed above, up through the date of executing this agreement.

e. Each party shall pay their own legal fees and resolve all liens that arise out of the facts set forth in the Complaint and Amended Complaint.

f. Each party agrees that they participated in the drafting of this Settlement Agreement and, therefore, the Settlement Agreement shall be interpreted as if all parties jointly drafted this Settlement Agreement.

g. The parties hereto agree that the payment of said sums is in compromise settlement of the disputed claim arising out of the facts alleged in the Complaint and

*W 6/22 L.N*



Amended Complaint which the parties have agreed that the defendants have denied any and all liability.

h. That Jesse Neece and Linda Neece represent that they are the sole owners of the property referenced in the Complaint and Amended Complaint and, therefore, have the right to execute this Settlement Agreement.

i. That Jesse Neece and Linda Neece agree to indemnify and hold harmless EQT Production Company, EQT Gathering LLC, Arvilla Oilfield Services, LLC, Arvilla Pipeline Construction, Inc. and the insurer, American Home Assurance Co., Natural Resource Services, Inc., and any of their successors, assigns, agents, contractors, parents, subsidiaries and affiliates for any claim by any individual who asserts that they have an interest in the property referenced in the plaintiffs' Complaint and Amended Complaint excluding the mineral interest owned by Terry Ball. The parties agree that the plaintiffs do not agree to indemnify the EQT and or its subsidiaries, parent companies, and affiliates for any claim that Terry Ball or his heirs or assigns may make related to the mineral rights set forth in the Complaint and Amended Complaint.

j. The parties agree that this writing constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended, or terminated except by a written agreement specifically referring to this agreement signed by the parties hereto.

k. The parties agree that this agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall be deemed to be one and the same instrument.

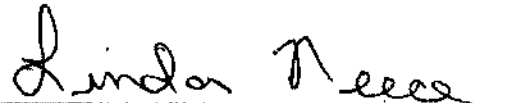
 6/22 

1. The parties represent and state that they have carefully and completely read the terms of the Agreement, noted the contents thereof, and that those terms are fully understood and voluntarily accepted and that they have signed this Agreement of their free will, act and deed.

Witness the following signatures and seal this day.



  
JESSE NEECE

  
LINDA NEECE

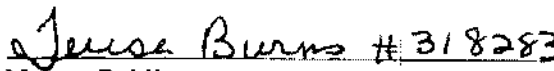
State of Virginia

City or County of Wise

This day came Jesse Neece and Linda Neece whose names are signed to the foregoing writing and have this day acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this 22 day of June, 2012.

My commission expires: 5-31-14

  
Notary Public

L.N  
6/22

EQT PRODUCTION COMPANY

[Signature]  
By: George B. Heflin  
Attorney in Fact

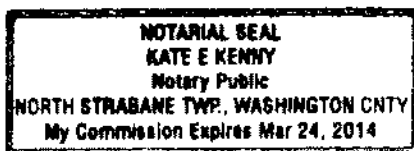
State of Pennsylvania

City or County of Allegheny

This day came George B. Heflin on behalf of **EQT Production Company** whose name is signed to the foregoing writing and has this day acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this 10<sup>th</sup> day of July, 2012.

My commission expires: March 24, 2014



[Signature]  
Notary Public

[Handwritten initials] 6/22 <sup>LN</sup>

DB 511 PG429

**SUPPLEMENTAL "B"**  
**VC-501853**  
**VGOB 00/05/16-0815**  
5/22/2012

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>	<u>NRI</u>
	<i>minerals only</i>	<u>Gas Estate Only</u>			
1	Pine Mountain Oil & Gas Company Attn: Richard Brillhart PO Box 5100 Lebanon, VA 24266	Leased - EREX 241490L (PO-148) T-261	81.000000%	47.5300	0.10125000
	Equitable Resources Energy Company				0.70875000
Tract 1 Totals			81.000000%	47.5300	0.81000000
	<i>minerals only</i>				
2	Reba Emily Counts, widow 280 Fairway Drive Abingdon, VA 24210	Leased - EREX 241577L01	5.500000%	3.4000	0.00687500
	Caroline Counts Sharpe 7933 Harper Road Hixon, TN 37343	Leased - EREX 241577L01	2.750000%	1.7000	0.00343750
	E. Martin Counts, Jr. 119 South Germantown Road Chantano, TN 37411	Leased - EREX 241577L01	2.750000%	1.7000	0.00343750
	Equitable Resources Energy Company				0.09625000
Tract 2 Totals			11.000000%	6.8000	0.11000000
	<i>TAX ID 9893</i>				
3	<u>Estate of Tom Wright</u>		7.000000%	4.0700	0.00875000
	Heirs of Tom Wright Unknown	Unleased 2/3 Remaindermen			
	Viola Wright, widow Star Route Dante, VA 24237	Unleased 1/3 Life Estate			
	Terry D Ball and Lisa K Ball, H/W PO Box 790 Haysi, VA 24256				
	Equitable Resources Energy Company				0.06125000
Tract 3 Totals			7.000000%	4.0700	0.07000000
	<i>TAX ID 3152</i>				
4	Nora Counts, widow HC 67, Box 354 Dante, VA 24237	Unleased Life Estate	0.000000%	0.0000	0.00000000
	Susie Deel and Carter Deel, W/H HC 67 Box 354 Dante, VA 24237	Unleased Remaindermen	0.500000%	0.1850	0.00062500



	Retha Grizzle and Lee Grizzle, W/f- Rt 2, Box 559 Haysi, VA 24256	Unleased Remaindermen	0.500000%	0.1850	0.00062500
	Equitable Resources Energy Company				0.00875000
Tract 4 Totals			1.000000%	0.3700	0.01000000
<b>GAS ESTATE TOTALS</b>					
			100.000000%	58.7700	1.00000000
<b><u>Coal Estate Only</u></b>					
1	Clinchfield Coal Company Attn: Steve Smith PO Box 7 Dante, VA 24237	Leased - EREX 241490L (PO-148) T-261	81.000000%	47.5300	0.10125000
	Equitable Resources Energy Company				0.70875000
Tract 1 Totals			81.000000%	47.5300	0.81000000
2	Reba Emily Counts, widow 280 Fairway Drive Abingdon, VA 24210	Leased - EREX 241577L01	5.500000%	3.4000	0.00687500
	Caroline Counts Sharpe 7933 Harper Road Hixon, TN 37343	Leased - EREX 241577L01	2.750000%	1.7000	0.00343750
	E. Martin Counts, Jr. 119 South Germantown Road Chantano, TN 37411	Leased - EREX 241577L01	2.750000%	1.7000	0.00343750
	Equitable Resources Energy Company				0.09625000
Tract 2 Totals			11.000000%	6.8000	0.11000000
3	<u>Estate of Tom Wright</u>		7.000000%	4.0700	0.00875000
	Heirs of Tom Wright Unknown	Unleased 2/3 Remaindermen			
	Viola Wright, widow Star Route Dante, VA 24237	Unleased 1/3 Life Estate			
	Terry D Ball and Lisa K Ball, H/W PO Box 790 Haysi, VA 24256				
	Equitable Resources Energy Company				0.06125000
Tract 3 Totals			7.000000%	4.0700	0.07000000
4	Nora Counts, widow HC 67, Box 354 Dante, VA 24237	Unleased Life Estate	0.000000%	0.0000	0.00000000
	Susie Deel and Carter Deel, W/H HC 67 Box 354 Dante, VA 24237	Unleased Remaindermen	0.500000%	0.1850	0.00062500

# DB 511 PG431

Retha Grizzle and Lee Grizzle, W/H Rt 2, Box 559 Haysi, VA 24256		Unleased Remaindermen	0.500000%	0.1850	0.00062500
Equitable Resources Energy Company					0.00875000
Tract 4 Totals			1.000000%	0.3700	0.01000000
COAL ESTATE TOTALS			100.000000%	58.7700	1.00000000

Revised  
9/18/12

**DB 511 PG432**  
**EXHIBIT "EE"**  
**VC-703561**  
**VGOB 96/02/20-0534**  
**5/22/2012**

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
<u>Gas Estate Only</u>				
3	<u>Estate of Tom Wright</u>			
	Jesse E Neece 4612 Aily Road Dante, VA 24237		1.750000%	1.0175
	Linda Neece 417 Barn House Circle Dante, VA 24237		1.750000%	1.0175
	Terry D Ball and Lisa K Ball, H/W PO Box 790 Haysi, VA 24256		3.500000%	2.0350
	<b>Tract 3 Totals</b>		<b>7.000000%</b>	<b>4.0700</b>

LIST OF HEIRS/REAL ESTATE AFFIDAVIT  
COMMONWEALTH OF VIRGINIA

Case No.: .....

DICKENSON COUNTY

Circuit Court

TOMMIE WRIGHT

JANUARY 31, 1974

NAME OF DECEDENT

DATE OF DEATH

LINDA CAROLINE NEECE, HC 67 BOX 307, DANTE, VA 24237

NAME AND ADDRESS OF SUBSCRIBER

☒ I have an interest as OWNER in the real property of the decedent; AND/OR☐ I qualified in ..... as the personal representative of the above-named decedent,  
NAME OF COURT

who died intestate as to the real estate described herein, and who, at the time of death, was seized of real property in this county/city, briefly described as

... 20 ACRES ON LICK CREEK DB 85 P 303

... 2 ACRES ON LICK CREEK DB 107 P 192

... 13 ACRES ON CROOKED BRANCH

The name and last known addresses of the decedent's heirs are:

NAMES OF HEIRS

ADDRESSES

RELATIONSHIP

AGE

DEWEY DOUGLAS WRIGHT (DECEASED)

SON

FOR INFORMATION PURPOSED ONLY : VIOLA WRIGHT WIFE (DECEASED)

State of ... VIRGINIA

*Linda Caroline Neece*

SIGNATURE OF SUBSCRIBER

City/County of ... DICKENSON, to-wit:

Subscribed and sworn to before me by ... LINDA CAROLINE NEECE

this ... 9TH day of ... JUNE, 2004

My commission expires:

*Nancy Baker D.C.*

CLERK/DEPUTY CLERK/NOTARY PUBLIC

VIRGINIA: In the Clerk's Office of the DICKENSON CO Circuit Court this ... 9TH day of JUNE, 2004  
the foregoing AFFIDAVIT was filed and admitted to record.

Teste: JOE TATE

CLERK

by *Nancy Baker*, Deputy ClerkFORM CC-1612 (MASTER) 7/99  
VA. CODE § 64.2-135

INSTRUMENT NO.

0000000000

**VIRGINIA:**

**IN THE CIRCUIT COURT FOR DICKENSON COUNTY, ON THE 9<sup>th</sup>  
DAY OF JUNE, 2004.**

**IN RE: PROBATE OF WILL OF VIOLA MAE WRIGHT, DECEASED.**

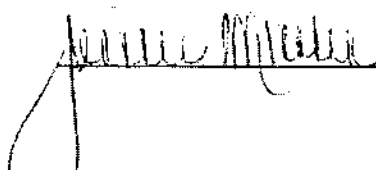
A writing bearing date on the 19<sup>th</sup> day of June, 2000, purporting to be the true Last Will and Testament of **VIOLA WRIGHT**, deceased, was, on this day presented in the Clerk's Office aforesaid and offered for probate.

It appearing to the Clerk that **VIOLA WRIGHT** was a resident of Dickenson County, Virginia, within the jurisdiction of this Court and that she died, testate, on May 25, 2004.

It further appearing that the aforesaid will was duly executed pursuant to the provisions of Section §64.1-87.1 of the Code of Virginia and has thereby been legally proven. The writing is hereby admitted to probate and ORDERED to be recorded as and for the true last will and testament of **VIOLA WRIGHT**, deceased.

Whereupon, no motion was made for the appointment of a personal representative, the will was admitted to Probate only to effect the transfer of real and personal property hereunder.

TESTE: JOE TATE, CLERK

 Deputy Clerk

**COMMONWEALTH OF VIRGINIA - CERTIFICATE OF DEATH**  
**DEPARTMENT OF HEALTH - DIVISION OF VITAL RECORDS - RICHMOND**

COPY A  
 FOR DIVISION OF  
 VITAL RECORDS

REGISTRATION AREA NUMBER <b>125</b>	CERTIFICATE NUMBER <b>47</b>	STATE FILE NUMBER
1. FULL NAME OF DECEDENT (first) (middle) (last) <b>VIOLA MAE WRIGHT</b>		
2. SEX <input type="checkbox"/> male <input checked="" type="checkbox"/> female		
3. DATE OF DEATH (mo.) (day) (year) <b>5-25-2004</b>		
4. AGE (years) <b>71</b>		
5. DATE OF BIRTH (mo.) (day) (year) <b>2-25-1933</b>		
6. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		
7. NAME OF HOSPITAL OR INSTITUTION OF DEATH (if none, so state) <b>RESIDENCE</b>		
8. COUNTY OF DEATH (if independent city, leave blank) <b>DICKENSON</b>		
9. CITY OR TOWN OF DEATH <b>DANTE</b>		
10. STREET ADDRESS OR RT. NO. OF PLACE OF DEATH <b>HC 67 BOX 351</b>		
11. STATE (OR FOREIGN COUNTRY) OF DECEDENT'S RESIDENCE <b>VIRGINIA</b>		
12. COUNTY OF DECEDENT'S RESIDENCE (if independent city, leave blank) <b>DICKENSON</b>		
13. CITY OR TOWN OF RESIDENCE <b>DANTE</b>		
14. STREET ADDRESS OR RT. NO. OF RESIDENCE <b>HC 67 BOX 351</b>		
15. ZIP CODE <b>24237</b>		
16. NAME OF DECEDENT'S FATHER <b>DEWEY STANTFORD MOORE</b>		
17. MOTHER NAME OF DECEDENT'S MOTHER <b>SALINA/SILCOX, ZELPHIA ANGELINE</b>		
18. RACE OF DECEDENT <b>WHITE</b>		
19. OF HISPANIC ORIGIN? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes (specify Cuban, Mexican, Puerto Rican, etc.)		
20. EDUCATION (Specify only highest grade completed) Elementary/Secondary (9-12) <b>4th</b> College (1-4 of 5)		
21. CITIZEN OF WHAT COUNTRY <b>USA</b>		
22. BIRTHPLACE (State or country) <b>VIRGINIA</b>		
23. NEVER MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWED <input checked="" type="checkbox"/>		
24. IF MARRIED OR WIDOWED, NAME OF SPOUSE (if divorced leave blank) <b>TOMMY WRIGHT</b>		
25. SOCIAL SECURITY NUMBER		
26. USUAL OR LAST OCCUPATION <b>homemaker</b>		
27. KIND OF BUSINESS OR INDUSTRY <b>own home</b>		
28. INFORMANT OR SOURCE OF INFORMATION <b>FAMILY</b>		
CAUSE OF DEATH 29. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. IMMEDIATE CAUSE (Final disease or condition resulting in death) <b>CARDIO PULMONARY ARREST</b> DUE TO OR AS A CONSEQUENCE OF: SEQUENTIALLY LIST CONDITIONS, IF ANY, LEADING TO IMMEDIATE CAUSE. ENTER UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST <b>CONGESTIVE HEART FAILURE</b> <b>RENAL FAILURE</b>		
PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.		
30a. AUTOPSY AUTHORIZED BY: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		
30b. IF FEMALE, WAS THERE A PREGNANCY IN PAST 3 MONTHS? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		
30c. IF EXTERNAL CAUSE, IT WAS PRIMARY <input type="checkbox"/> OR CONTRIBUTING <input type="checkbox"/> TO CAUSE OF DEATH		
30d. DESCRIBE HOW INJURY RELATING TO DEATH OCCURRED		
30e. TIME OF INJURY (mo.) (day) (year) <b>5-25-2004</b>		
30f. INJURY OCCURRED <input type="checkbox"/> while at work <input type="checkbox"/> not while at work		
30g. PLACE OF INJURY (home, farm, factory, street, office bldg., etc.)		
30h. (city or town) (county) (state)		
30i. To the best of my knowledge, death occurred at <b>12:25 PM on 5-25-2004</b> (at (m.) (p.m.) on the date and place and from the cause(s) stated)		
ACTUAL SIGNATURE <b>WALID SAADO, M.D.</b> (DATE SIGNED) <b>7-1-04</b>		
NAME OF ATTENDING PHYSICIAN (Type or Print) ADDRESS OF ATTENDING PHYSICIAN <b>WALID SAADO, M.D.</b> <b>9350 MAIN ST. POUND VA 24279</b>		
31. BURIAL REMOVAL CREMATION <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
32. PLACE OF BURIAL, REMOVAL, ETC. <b>WRIGHT FAMILY CEMETERY</b> (name of cemetery or crematory) <b>DANTE</b> (city or county) <b>VA.</b> (state)		
33. NAME OF FUNERAL HOME AND ADDRESS <b>MULLINS FUNERAL HOME</b> <b>P.O. BOX 928 CLINTWOOD, VA. 24225</b>		
34. DATE RECORD FILED <b>7/8/04</b>		
RESERVED FOR REGISTRAR'S USE		

MARCH RESERVED FOR SMOKING  
 REPORT. Use black ribbon in beginning or print legibly with ballpoint pen having black ink. This is a permanent record and subject to reproduction by mechanical and other photographic process.

VS 2 1/89

This is to certify that this is a true and correct reproduction of the original record filed with the Dickenson County Health Department, Clintwood, Virginia.

Date Issued: 7/8/04 Lara D. Keese

Deputy Registrar

(SEAL)

VOID IF ALTERED OR DOES NOT  
 BEAR IMPRESSED SEAL OF REGISTRAR

**COMMONWEALTH OF VIRGINIA**  
STATE DEPARTMENT OF HEALTH, RICHMOND



**CERTIFICATE OF MARRIAGE**

I, Alex J. Parker Minister  
OF THE Regular Baptist CHURCH, OR RELIGIOUS ORDER  
OF THAT NAME, DO CERTIFY THAT ON THE 18th DAY OF May 1954  
AT Christiansburg VIRGINIA UNDER AUTHORITY OF A LICENSE ISSUED BY  
Herbert F. Paswick, Jr. CLERK OF THE Circuit COURT OF Shenandoah CITY  
OR COUNTY, STATE OF VIRGINIA, DATED THE 18th DAY OF May 1954  
I JOINED TOGETHER IN THE HOLY STATE OF MATRIMONY:  
Tommy Wright HUSBAND, AND Viola Moore HIS WIFE.  
GIVEN UNDER MY HAND THIS 18th DAY OF May 1954

Alex J. Parker  
(PERSON WHO PERFORMS CEREMONY SIGN HERE)

TO BE DELIVERED BY THE CELEBRANT TO THE PERSONS MARRIED.